



**Controller *John Chiang***

**California State Controller's Office**

**Unclaimed Property Division**

## **Notice to Investigators**

### **Limit on Investigator Contracting and Agreements to Locate, Deliver, Recover, or Assist in Recovery of Unclaimed Property June 18, 2013**

We have received complaints from both businesses and claimants that some investigators are entering into contracts on properties reported on Notice Reports filed by holders that have yet to be transferred to the State Controller's Office (SCO). Properties pending transfer are identified as type "N" properties (pre-escheat) on the SCO's unclaimed property search website.

As we have stated on our website under About Claiming for Investigators, ([http://sco.ca.gov/upd\\_faq\\_investigator\\_claim\\_about\\_q08.html](http://sco.ca.gov/upd_faq_investigator_claim_about_q08.html)), Per Title 10, Chapter 7, Section 1582 of the California Code of Civil Procedure:

An Investigator **may not** enter into a contract with a property owner to locate, deliver, recover, or assist in the recovery of property that is pending transfer from the business to the State Controller's Office (SCO) after the business has identified the property in its Notice Report filed with the SCO. An investigator may only legally enter into a contract to assist a property owner after the property is transferred to the SCO and the SCO has published a notice in a newspaper of general circulation. **Any agreement with a property owner to assist in recovering the property entered into between the date the Notice Report is filed and the date of publication is invalid.**

Publication of notice can occur anytime within one year after remittance of the property to the SCO. Typically, when a Notice Report is filed with the SCO before November 1 (for example, October 31), newspaper publication occurs sometime in June of the following year. In this example, in accordance with Section 1582, no contract entered into during the period of October 31, 2012, and June 2013, an 8-month period, is valid. This means any such contract entered into is legally invalid and will not be honored by the Controller and is unenforceable against the owner by a court of law.